

154-0438

15-11

PERC

AGREEMENT

Ocean County

ARTICLE I - RECOGNITION

a. This Agreement between the Island Heights Board of Education (hereinafter referred to as the "Board"), and the Island Heights Teachers' Association (hereinafter referred to as the "Association"), shall be effective as of July 1, 1976, and shall continue in effect until June 30, 1977. The terms and conditions of employment stated herein, shall apply to all full time teachers.

b. Exclusive representation for the Island Heights School District shall be granted to the Island Heights Teachers' Association designated or selected by the majority votes of the teachers. A majority representative of teachers in an appropriate unit shall be recognized by the Board to negotiate agreements covering all employees in the unit, and shall be responsible for representing the interest of all such employees without discrimination. No member shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

c. The Association shall submit to the Board of Education, ten (10) copies of the By-Laws and/or Rules and Regulations governing said Association, and all amendments and additions to said By-Laws and/or Rules and Regulations no later than thirty (30) days after adoption of same.

ARTICLE II - GENERAL PROVISIONS

a. Pursuant to Chapter 123, Public Laws 1974 as amended, the Board hereby agrees that every employee shall have the right freely to organize, join, and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly nor indirectly discourage, deprive, nor coerce any teacher in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974 as amended or other laws of New Jersey, or the Constitution of New Jersey and the United States. The Board further agrees that it shall not discriminate against any teacher with membership in the Association and its affiliates.

LIBRARY
Institute of Management and
Labor Relations

7-116
RUTGERS UNIVERSITY

b. "Terms and conditions of employment" shall mean compensation of every kind paid or furnished to the employee, fringe benefits, length of work day and work week, and physical conditions at the place of employment which affect the health or safety of employees.

c. The Board reserves to itself sole jurisdiction and authority over matters of educational and management policy. It retains the right, in accordance with applicable laws and regulations, and as defined by New Jersey Statute 18A, to direct, hire, promote, transfer, assign and retain employees in the school district. Nothing defined above shall be construed to diminish the duty of the Board to consider proposals advanced by the Association where such proposals pertain to matters of mutual interest.

d. The Board reserves to itself the right, in accordance with applicable laws and regulations, and as defined by New Jersey Statute 18A, for just cause, to discipline, suspend, demote, discharge and relieve employees from duty because of lack of work, misconduct in the performance of their duties, or for other legitimate reasons. No disciplinary action, as a result of a Board decision, shall be taken without advance notice to the Chairman of the Association.

e. The Association agrees that during the term of this Agreement, neither it nor its officers, employees, or members shall engage in any strike, slowdown, sanction, or any other concerted action which tends to disrupt or obstruct the proper functions of the School System. Participation by the Association in such activity, or aiding or abetting the same, shall result in a loss of its status and rights as an employee representative until the end of such activity. Any teacher engaging in, or aiding or abetting such activity in violation of Association policy shall suffer the loss of his pay for every day he engages in such violation. In addition, he may be liable to any other penalty or forfeiture under any other provision of law.

f. The Board agrees that no lockout of employees shall be instituted during the term of this Agreement.

g. The Board and the Association agree to comply, in good faith, with the terms of this Agreement, except that it shall not prevent the Board from taking unilateral action when and where necessary, to meet an emergency, or to enable the Board to carry out its

responsibilities under the law; but before taking such action the Board shall give the President of the Association as much advance notice thereof as practicable.

h. This Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by both parties.

i. The parties agree to enter into collective negotiations over a successor agreement in good faith, and, in accordance with Chapter 123, Public Laws 1974 as amended, on all matters concerning the terms and conditions of employment. Such negotiations shall begin no later than October 1 of each year. In the event no Agreement has been executed on or before July 1 of the following year, the current Agreement may be extended beyond the expiration date upon written consent of both parties.

ARTICLE III - GRIEVANCE

Definitions

- a. A "grievance" is a claim by which a teacher or the Association may appeal the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.
- b. An "aggrieved person" is the person or persons making the complaint.
- c. A "party in interest" is the person or Association making the complaint, and any persons who might be requested to take action or against whom action might be taken, in order to resolve the complaint.

Policy

- a. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified, however, may be extended by mutual agreement.

b. In the event a grievance is filed at such time that it cannot be processed through all the steps outlined in the grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

c. Any aggrieved teacher may be represented at all stages of the grievance procedure by himself or a representative of his choosing.

d. The parties agree that all hearings under the adopted grievance procedure of this Agreement shall be conducted in private, and shall include only such parties in interest, witnesses, and the designated or selected representatives.

e. It is mutually understood, and agreed by both parties, that the following grievance procedure shall not apply to the failure or refusal of the Board to employ a person or to renew the contract of a non-tenure employee, nor shall the Board be obligated to negotiate a grievance procedure to any matter for which a method of review is otherwise prescribed by law.

Procedure

Level One

a. A teacher with a grievance shall first discuss it with his Principal or immediate superior, either directly or through his designated representative, with the purpose of resolving said grievance to the satisfaction of both parties.

Level Two

a. If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he or his representative may, within five (5) school days, submit three copies of the Grievance Document to the Chairman of the Grievance Committee of the Board of Education, one copy to the President of the

Board of Education, and one copy to the School Principal. The Principal shall, within five (5) school days after receipt of the grievance document, prepare in writing a statement of particulars relating to said grievance, and forward three copies to the Chairman of the Grievance Committee of the Board of Education, one copy to the President of the Board of Education, and two copies to the Chairman of the Association.

Level Three

a. If the decision of the Board is unsatisfactory, the Association may, within ten (10) school days, request a meeting with the Grievance Committee for the purpose of negotiating a settlement. Said meeting shall be held at the Island Heights School no later than ten (10) school days following receipt of written request.

Level Four

a. In the event that negotiations under Level Three fail to settle the grievance, either party may request mediation through the New Jersey Public Employment Relations Commission to effect a voluntary resolution of the grievance.

b. In the event of a failure to resolve the grievance by means of voluntary mediation, the Public Employment Relations Commission is empowered to recommend or invoke fact-finding with recommendations for settlement, the cost of which shall be borne by the parties equally.

ARTICLE IV

ISLAND HEIGHTS BOARD OF EDUCATION 1976-77 SALARY GUIDE

SCHEDULE A

Years of Employ.	Batchelor's Degree	Batchelor's + 15 crs.	Batchelor's + 30 crs.	Master's	Master's + 30 crs.
1	9550.	9800.	10050.	10550.	11050.
2	9950.	10200.	10450.	10950.	11450.
3	10350.	10600.	10850.	11350.	11850.
4	10750.	11000.	11250.	11750.	12250.
5	11150.	11400.	11650.	12150.	12650.
6	11550.	11800.	12050.	12550.	13050.
7	11950.	12200.	12450.	12950.	13450.
8	12350.	12600.	12850.	13350.	13850.
9	12750.	13000.	13250.	13750.	14250.
10	13150.	13400.	13650.	14150.	14650.
11	13550.	13800.	14050.	14550.	15050.
12	13950.	14200.	14450.	14950.	15450.
13	14350.	14600.	14850.	15350.	15850.
14	15325.	15575.	15825.	16325.	16825.

ARTICLE IV

ISLAND HEIGHTS BOARD OF EDUCATION 1976-77 SALARY GUIDE

1. SCHEDULE

The salaries for full time teachers as more particularly defined hereinafter for the 1976-77 school year shall be in accordance with Schedule A which is attached to this Agreement and made a part hereof.

2. POLICIES

- a. Increasing Employment Increment shall mean an annual increase granted to a full time teacher for one "year of employment" until he shall have reached the maximum provided in the attached schedule. 18A:29-8.
- b. The Board of Education may withhold for inefficiency or other good cause, the employment increment by a majority vote of all the members of the Board. It shall be the duty of the Board, within ten (10) days, to give written notice of such action, together with the reasons therefor, to the teacher concerned. 18A:29-14.
- c. Whenever a person shall accept employment as a full time teacher in the Island Heights School District, his initial place on the salary schedule shall be at such point as may be agreed upon by the teacher and the Board of Education. 18A:29-9.
- d. In employing a teacher with prior experience, his "evaluated experience" shall be determined by the Board of Education on the recommendation of the Principal, and shall range to a maximum of eight years in determining such teacher's position on the salary schedule.
- e. No teacher shall be entitled to any salary unless he is the holder of an appropriate certificate. 18A:29-1.
- f. Any teacher who, after July 1, 1940, has served in the Military Service, or any other branch of the United States Government as provided by law, shall be credited with his years service; but

such service shall not be credited toward more than four employment increments. 18A:29-11.

g. Service increments of \$350. shall be granted at the end of 5, 10, 15, and 20 years service in the Island Heights School District. The computed "years service" shall not include Military credits.

h. The above schedule and policies shall be binding upon the adopting Board of Education and the Teachers' Association for a period of one year from the effective date of such schedule and policies, but shall not prohibit the payment of salaries higher than those required by such policy or schedule nor the subsequent adoption of schedule and policies providing for higher salaries. 18A:29-4.1.

i. The Board, in its discretion, may select a full time teacher to be teacher in charge of the school in the absence of the Administrative Principal. Said teacher in charge should perform those duties assigned to him or her by the Board and/or the Administrative Principal and shall receive for these services an additional sum of \$150.00 per school year.

ARTICLE V - TEACHER EVALUATION

a. All observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

b. Teachers shall be evaluated only by persons certified by the New Jersey State Board of Examiners to supervise instruction.

c. A teacher shall be given a copy of any class evaluation report prepared by his evaluators at least one (1) day prior to the conference to discuss it. No teacher shall be required to sign a blank or incomplete evaluation form.

d. Supervisory reports are to be provided at least three (3) times during the school year prior to March 31st of the current school year.

e. All supervisory reports shall be presented to nonsupervisory personnel by the Principal in accordance with the following procedures:

1. Such reports shall be issued in the name of the appropriate supervisor based upon a compilation of reports and of observations.
2. Such reports shall be addressed to the teacher, shall be in writing, and shall include, when pertinent:

- (a) Strength and weakness of the teacher as evidenced during the period since the previous report.
- (b) Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.

f. Personnel file: A teacher shall have the right, upon request, to review the contents of his personnel file and shall be given a copy of evaluations and comments placed therein. A teacher shall have the right to submit comments in writing to all materials in his file and have these comments placed in his personnel file. Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any secret evaluations which are not available for the teachers inspection.

g. Any complaint regarding a teacher made to any member of the administration by a parent or other person shall be processed according to the procedures outlined below.

- Step 1. The principal shall meet with the teachers to appraise the teacher of the full nature of the complaint and they shall attempt to resolve the matter informally.
- Step 2. If the complaint is resolved in Step 1, the principal shall, within five (5) school days, so notify the person or persons making the complaint. If the complaint is not resolved, a conference shall be arranged with the parent, teacher and principal.

- Step 3. Any complaint unresolved at Step 2 may, within ten (10) school days, be submitted by the teacher in writing to the principal who shall, within ten (10) school days, forward the results of his investigation and recommendations, in writing, to the parties concerned.
- Step 4. If the findings and recommendations of the principal are not satisfactory, the parties may, within five (5) school days, request a meeting with the Grievance Committee of the Board of Education. A meeting of the parties with the Grievance Committee shall be held within ten (10) school days following such request. The Grievance Committee shall make their findings and recommendations to the Board of Education at their next regular meeting. The Board of Education shall, within thirty (30) days, submit its decision, in writing, to the parties involved. Said decision to be based upon the evidence submitted by the parties concerned and recommendations of the Grievance Committee.
- Step 5. If the decision of the Board of Education under Step 4 is not satisfactory, the complaint by the teacher may be submitted to the grievance procedure as set forth in ARTICLE III of this Agreement and shall commence at Level 4.

ARTICLE VI - ASSOCIATION PRIVILEGES

- a. The Board agrees to furnish one bulletin board for the use of the Association to permit the posting of Association notices. One copy of all material to be posted shall be given to the principal. Said bulletin board to be located in the faculty lounge.
- b. The Board agrees to permit the Association and its representatives use of the school building at reasonable hours for meetings. The principal shall be notified in advance of the time and place of all scheduled meetings, and the time and place of such scheduled meetings shall be mutually agreeable to both parties.

c. The Association shall be granted the use of the school mimeograph and adding machine at reasonable hours and when school is not in session. Said equipment shall be made available by the principal whenever it is not otherwise in use, and shall be limited to use within the faculty lounge. The Association shall pay for the cost of all materials and supplies incidental to such use, and for any repairs necessitated as a result thereof.

d. The Association shall be granted the use of the school audio-visual equipment at reasonable hours and when school is not in session. Said equipment shall be made available by the principal whenever it is not otherwise in use, and shall be used in an area mutually agreeable to both parties. The Association shall pay for the cost of all materials and supplies incidental to such use, and for any repairs necessitated as a result thereof.

e. The Association shall be granted sufficient space in the Teachers' Lounge for the keeping of Association Records, subject, however, to the use of said space not impairing the use of the said Lounge for its proper school purposes.

ARTICLE VII - TEACHER EDUCATION

The Board agrees to consider the application of any full time teacher for approval in a specific college course or courses to further that teachers' education. Upon the determination by the Board the enrollment of the teacher in course or courses presented will be a benefit to the education of the students of the Island Heights Grade School, the Board agrees to pay up to \$300. of the tuition for that course or courses per year for any one full time teacher. Said application shall be submitted by the teacher to the Board prior to the taking of each course.

ARTICLE VIII - LEAVE POLICY

A. Sick Leave

1. Definition: sick leave is hereby defined to mean the absence of a teacher from his post because of personal disability due to illness or injury, or because a teacher being excluded from school by the school district's medical authority because of a contagious

disease or of being quarantined for such a disease in his or her immediate household.

2. Accumulative: Teachers shall be allowed a maximum of ten (10) days each school year for leave because of personal illness.

3. The unused portion of sick leave days by a teacher in service in the Island Heights School system may be accumulated without limit.

4. The Board of Education may request a doctor's certificate prior to payment of any salary for any sick leave.

5. In June the School Board secretary should submit the number of sick leave days accumulated to each teacher.

6. Whenever an employee of the Island Heights School district is absent as a result of a personal injury arising out of and in the course of his employment, the Board of Education shall pay to such employee the full salary or wages for a period up to one (1) calendar year without having such absence charged to the annual sick leave or the accumulated sick leave. Salary or wage payments shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit. Any amount of salary or wage paid or payable to the employee shall be reduced by the amount of workmen's compensation award made for temporary disability. 18A:30-2.

B. Personal Business:

1. Three (3) days shall be allowed each year for personal business that cannot be conducted outside of school hours. Personal business days shall be approved in advance by the Principal.

2. Personal business is defined as: serious illness or accident in the immediate family, household emergencies, marriage, legal business, commencement exercises of employee and/or immediate family, religious observance, other urgent commitments or emergencies.

3. Requests for personal days must be submitted three (3) days in advance except in cases of serious illness, accident, household

emergencies and other urgent emergencies in which cases as much advance notice as possible will be given.

C. Death in the Immediate family:

1. A teacher may be allowed a maximum of three (3) school days absence in one year with full pay because of death in the immediate family. The immediate family shall be: spouse; a parent; a child; a sister; a brother; an in-law; or a grandparent or grandchild.
2. A teacher will be allowed one (1) full day with full pay in case of the death of an Aunt; an Uncle; a nephew; a niece.

D. Maternity Leave

1. Female members of the professional staff who have received tenure shall be permitted to take maternity leaves of absence without pay.
2. Application for a maternity leave shall be made to the Board of Education via the Principal not later than (60) days in advance of the leave.
3. A teacher may return to duty following maternity leave upon submitting certification that she is in good health from her physician.
4. Maternity leaves shall continue for one (1) year from the time of initial absence or as much longer as may be necessary to extend the leave to the opening of the next school year.
5. It is the responsibility of the employee to notify the district of her availability prior to sixty (60) days of leave termination.

ARTICLE IX - PROFESSIONAL RESPONSIBILITIES

The Island Heights Board of Education and the Association agree that the following are required professional responsibilities:

1. The teacher shall be directly responsible to the Principal. The teacher shall discharge his duties in accordance with the policies and the rules and regulations of the Board of Education and shall comply with the rules and instructions of the Principal.

2. The teacher shall promptly and efficiently familiarize himself with his duties and will adhere to the rules and regulations regarding the routine of the school and the supervision of pupils.
3. The teacher shall keep records of pupil's grades and such records as may be required by the principal.
4. The teacher shall follow the courses of study as available and approved by the Board of Education.
5. The teacher shall open and dismiss classes.
6. The teacher shall detain pupils a reasonable length of time for disciplinary and/or instructional assistance.
7. The teacher shall attend all meetings called by the principal, unless for satisfactory reason, he shall be excused. He shall also cooperate with the Principal to carry out any plans or programs for the improvement of the school.
8. Teachers are expected to be available for parental conferences. Conferences shall be held at the request of the teacher and/or parent.
9. Teachers shall prepare lesson plans in advance on a weekly basis.
10. Teachers shall help maintain student discipline and report infractions of rules.
11. Teachers shall not absent themselves from school except in accordance with leave policy.
12. The welfare of the pupils shall be the primary consideration of all teachers. It shall be the responsibility of the teacher to so organize their work and time as to contribute to this objective.
13. Teachers shall cooperate with special teachers and county helping teachers to the end that the maximum opportunity is provided the students and that continuous improvement may be possible.

ARTICLE X - TEACHER'S WORK DAY AND WORK YEAR

A. All personnel covered in this Agreement shall be required to report for duty at least fifteen (15) minutes before the start of the school day and shall be required to remain at least fifteen (15) minutes after the close of the school day, provided that they recognize their professional responsibilities for assisting students after school; for holding parent-teacher conferences; for meeting the professional requirements of their position; and for participating in the activities deemed necessary to the maintenance and development of a good school. On Fridays and on days preceding holidays or vacations, the teachers' day shall end when the necessary school closing details have been accomplished.

B. Teachers shall be required to remain a reasonable number of times after the end of the regular instructional day for the purpose of attending general staff, school faculty, or other professional meetings.

C. Attendance and participation of teachers at the following and similar activities are requisite to the professional operation of the regular school program: professional meetings, conferences with teachers, administrators and parents; participation in curriculum planning and activities; reasonable number of other activities planned by the administration and/or teaching personnel. The Teachers Association shall supply representation at Home-School Association meetings.

D. Teachers shall have a duty-free lunch period of thirty (30) minutes daily.

ARTICLE XI - SCHOOL CALENDAR

A. The school calendar and any changes or deviations therefore, shall be the sole responsibility of the Board. The Board agrees to consider any opinions or feelings presented to the Board by the Teachers Association relative to the school calendar.

ARTICLE XII - TEACHER HEALTH INSURANCE

The Board agrees to enroll employees and their families under this Agreement in the New Jersey Public and School Employees Health

Benefits Plan, including Major Medical coverage through The Prudential Insurance Company.

The Board further agrees to pay all premiums for such insurance and an optional Dental Program up to a maximum amount of \$660. per employee. In the event that an individual's premium exceeds the \$660. maximum limit the Association agrees that the employee shall reimburse the Board for such payments in excess of that amount paid by the Board on behalf of said employee.

ARTICLE XIII - CONCLUSION

It is understood and agreed by the Island Heights Teachers' Association, that under the rulings of the Court of New Jersey and the State Commissioner of Education, the Island Heights Board of Education shall not waive any rights or powers granted to it by law.

In witness thereof, the parties have affixed their signatures this 5th day of March nineteen hundred seventy-six.

FOR THE BOROUGH OF ISLAND HEIGHTS BOARD OF EDUCATION

Witnessed:

Signed:

Shirley A. Palermo
Secretary, Board of Education

James W. [Signature]
President, Board of Education

FOR THE ISLAND HEIGHTS TEACHERS' ASSOCIATION

Witnessed:

Signed:

Carol A. McKenna
Secretary, Island Heights Teachers' Association

Cynthia [Signature]
President, Island Heights Teachers' Association

Signed before me this 5th day of March nineteen hundred seventy-six.

Notary Public:

Florence Snyder

FLORENCE SNYDER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct. 8, 1980